

In the matter of
Arbitration between,

*ARBITRATION AWARD

*PERB - CEO #36, Sector 2

ALAMAKEE COUNTY

AND

IBT 238 (Roads)

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RELATIONS BOARD

ARBITRATOR MARLA A. MADISON

REPORT DATE July 7, 2008

HEARING AND APPEARANCES

On July 1, 2008, I conducted an arbitration hearing with the representatives of Alamakee County and the International Brotherhood of Teamsters, Local 238, representing the roads employees. The hearing was held in the courthouse of Waukon, Iowa, and was pursuant to the provisions of Sections 19 and 22 of the Iowa Public Employment Relations Act, Chapter 20, Code of Iowa.

Representatives for Alamakee County

Richard Zahasky, Esq

Brian T. Ridenour, County Engineer

Representatives for IBT 238

Jim Tuecke, IBT 238, Business

Representative

Jill Hartley, Esq

During the hearing, the parties were given full opportunity to present evidence and to rebut the other party's evidence. Both parties presented written and oral exhibits. Entered into evidence were the County's exhibits 1 through 17, and the IBT 238 exhibits, 1 -15. Hereafter in this document Alamakee County will be referred to as the County, and IBT 238 as the Union.

The following rationale of this Arbitrator will be based upon the oral presentations of the parties and the exhibits submitted, even those not specifically referred to in this document.

BACKGROUND

Alamakee County is located in northeastern Iowa, and has a population of 14,675. The bargaining unit is comprised of 27 secondary roads workers, most of whom are in the categories of Maintenance Person I, II, or III, working at a current salary range of \$15.76 to \$16.09 per hour. At the conclusion of negotiations for the 2008-2009 contract year, the parties ended at impasse over the issue of wages. Mediation was unable to resolve the difference between the positions of the parties.

The Union's final position on wages was for a 72 cents-per-hour, across-the-board wage increase, which would be a 4 to 4 ½% increase depending on the category of the employee. The County's final position was for a 3.5% wage increase for all employees in the bargaining unit.

The parties proceeded to Fact-Finding pursuant to Section 23.21 of the Act and a Fact-Finding hearing was held May 12, 2008. The recommendation of the Fact-finder, which was for a wage increase of 3.5%, was rejected by the Union and accepted by the County. The parties then were required to proceed to impasse arbitration.

STATEMENT OF IMPASSE ITEMS

The parties presented one impasse item to the Arbitrator. The item and the positions of the parties are as follows,

WAGE INCREASE

Alamakee County - Arbitration proposal is a wage increase of 3.5%

IBT 238 - Arbitration proposal is an across-the-board wage increase of \$0.72 per hour

POSITION OF THE UNION

The Union argues that the employees' wages are behind those of employees doing comparable work in the comparability group used by the Union. In particular, the Union points to Winneshiek County, which borders Alamakee County and has received a 4% wage increase for the 2008-2009 fiscal year, and Howard County, which has received a 3.75% wage increase for the same time period.

The comparability group used by the Union are six counties which lie in the northeast corner of Iowa, Clayton, Fayette, Chickasaw, Howard, Bremer, and Winneshiek Counties. Winneshiek, Fayette, and Clayton counties all border Alamakee County and the other counties surround them. Using these six counties as comparables, the road employees of the County have one of the lowest wage rates per hour. It is the Union's position that it is time for their wage rate to "catch up."

The final position of the Union, a 72 cents-per-hour wage increase across the board would be a beginning to the process of making the wages of these employees comparable to the other counties. And it is more in line with the current CPI (Union Ex 14)

The Fact-finder, in supporting the County's final offer, pointed out that employees in Alamakee County receive a greater amount of longevity pay, insurance contribution by the County, and one more week of vacation than their comparable counties, and these benefits need to be taken into consideration. The Union disagrees with this finding and doesn't believe these benefits make up for the poor wage comparison.

POSITION OF THE COUNTY

The County believes that its final wage proposal of 3.5% is fair, and points to the recommendation of the Fact-finder to support this, since the wage increase recommended by the Fact-finder was that proposed by the County for Fact-finding.

The County uses the same comparability list as the Union, with the exception of Delaware County which borders the lower eastern side of Clayton County located below Alamakee County. Delaware County is included in the County's comparable list. In agreement with the Fact-finder, it is the County's position that in order to do a fair comparison, all benefits must be considered, not just wages.

The County contributes \$5,604 annually for each employee for their health insurance. From this money, the County pays the single premium for the employee, then the difference may be used by the employee to purchase family coverage, or put towards an annuity. For 2008-2009 the contribution by the employer will be increased to \$5,664.

Also, the employees of Alamakee county have one more week of vacation than their comparables, with the exception of Howard County which also has five weeks, and the amount of longevity pay in Alamakee County exceeds that of the others in the comparable group.

The County has one other group of employees, the sheriffs, that are organized and this group has settled with the County for the 2008-2009 year for a 3.5% wage increase.

STATUTORY CRITERIA

Arbitrators in the state of Iowa traditionally refer to the criteria set forth for arbitrators in Section 22 9 of the Act That Statutory Section provides as follows

The Arbitrator or panel shall consider, in addition to other relevant factors, the following factors,

- 1) Past collective bargaining contracts between the parties, including the bargaining that lead up to such contracts
- 2) Comparison of wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and classification involved
- 3) The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services
- 4) The power of the public employer to levy taxes and appropriate funds for the conduct of its operations
- 5) Any other relevant factors

Statutory Arbitrators under Iowa Code 20 21 have generally used these same factors in formulating recommendations Subject to these provisions, this Arbitrator recommends as follows,

DISCUSSION

Discussing the positions of the parties using statutory criteria, the following discussion ensues

1 **Bargaining History** - Neither of the parties used bargaining history as an argument to support their positions

2 **Comparability** - The parties are using the same comparability group to make their cases, with the exception of Delaware County, which is only included in the County's comparability group. The Union has pointed out that the roads employees of Alamakee County are among the lowest paid in their comparability group, if one was to look at only wages-per-hour. However, Alamakee employees are in the top half of the list in insurance benefits paid to the employee. And Winneshiek County, which the Union states has received a 4% wage increase for the 2008-2009 contract year, only has single coverage on health insurance. In fact, of the Union's comparable counties, two have single coverage only (Clayton and Winneshiek), and one has single only with an employee contribution of 25% of the premium. And in Alamakee County, any monies not used towards single or family insurance coverage--of the \$5,604 contributed to each employee for insurance--may be put into an annuity for the employee.

The employees are also at the top end of the comparability group on longevity benefits. The Union argues that others get longevity paid sooner, but looking at the list of comparable counties offered by the union (Union Exhibit 6), only Winneshiek County gets some Longevity pay--\$0 10-- after three years, and then gets no additional longevity pay until six years. Alamakee has the highest longevity pay amongst its comparables for the 5-10 year employees, \$0 17 per hour. And looking at the seniority list offered by the Union, (Union Exhibit 15), only two of the roads employees are not at the five year mark and therefore not receiving the 17+ cents per hour longevity pay that employees with greater than five years enjoy. As many as 15 have twenty or more years of employment and receive \$0 19 to \$0 23 per-hour additional longevity pay.

With the exception of Fayette and Howard, County employees are the only ones in the comparable group that receive a fifth week of vacation. And in Fayette County, only those hired before 1985 are eligible.

And again looking at the Union's comparability group, the average wage increase for the 2008-2009 year is approximately 3.625%. The County has pointed out that Winneshiek County has given employees 4%, but their health care benefit has stayed the

same, whereas the County has increased the employees health care benefit to \$5664 for the 2008-2009 year

Referring now to PERB settlement records for the same year, and looking at the roads employees settled as of 4/25/08, the average settlement is approximately 3.31% (County Exhibit 8)

3. & 4. - Ability to Pay The issue of ability to pay was not argued by the parties, with the exception of the County's Exhibit 3, which shows Alamakee County to be one of three counties on the comparability list with the lowest Secondary Roads Funds

5. - Other Relevant Factors During the arbitration hearing, the County stated that they have one other group of organized employees, the Sheriffs. And the County has already reached a voluntary settlement with this group for a wage increase of 3.5%. The Fact-finders recommendation stated, "There was no evidence that the Secondary Road bargaining unit has such a unique set of issues with the County that its settlement should break this pattern. Absent some compelling evidence to the contrary, this pattern should be encouraged in order to promote employee satisfaction within the County."

CONCLUSION

This arbitrator feels that it is necessary to look at the entire benefit package in order to ascertain comparability of Alamakee County roads employees with other roads workers of the counties in northeastern Iowa. Although the County employees are at the lower end in wages per-hour, they are at the middle or high end when other benefits are included in the evaluation. The position of the County, a wage increase of 3.5%, is closest to that of the increase of the other counties, and to settlements in the state of Iowa for roads employees.

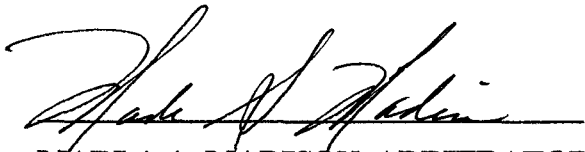
And, in agreement with the fact finder, the factor of the County's settlement with the other organized group, the Sheriffs, must be taken into consideration.

This arbitrator further concludes that members of the bargaining unit should not be penalized for the fact that an arbitration hearing could not be scheduled until July 1, 2008, and this award shall be effective as of July 1, 2008.

For these reasons and all the rationale stated in the above discussion, I make the following award

ARBITRATION AWARD

I hereby award the offer of Alamakee County, a wage increase of 3.5%, as being most reasonable and to be effective from July 1, 2008 to June 30, 2009

A handwritten signature in black ink, appearing to read "Marla A. Madison", is written over a horizontal line.

MARLA A. MADISON, ARBITRATOR

Dated July 7, 2008

CERTIFICATE OF SERVICE

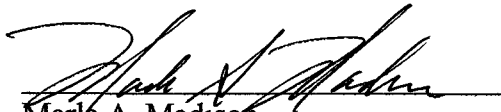
I certify that on July 7, 2008, I served the foregoing Award of Arbitrator to each of the parties listed below, by mailing a copy to them at their respective addresses also shown below

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Marla A Madison
Arbitrator